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NO.031100

Supreme Court, U.S.
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In the
Supreme Court of the United States

JOE JONES, doing business as MELDER PUBLISHING COMPANY,

Petitioners,

V.

ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR REHEARING

JOE JONES
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Phone (818) 899-4457
Petitioner, in pro se

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REASON FOR GRANTING THE PETITION FOR REHEARING:

I. The Court should consider and grant this Petition for Rehearing because this Petition puts forth a "substantial ground not previously presented" in the Petition for Certiorari, to writ, (1) the United States District Court **denied** petitioner from filing its exhibits in the record, denied petitioner the right to discuss its exhibits, although petitioner was not familiar in conduction a trial in pro se. The United States District Court threatened petitioner with sanctions. Petitioner is protected under the United States Constitution the Fourteen Amendment; and (2) petitioner was **indigent** and could not file the appeal properly, the Court of Appeal for the Fifth Circuit **denied** petitioner's request to appoint petitioner counsel, depriving petitioner under the Fourteen Amendment of the Constitution.

One permissible ground for a Petition for Rehearing of an order denying a petition for certiorari is a "substantial ground not previously presented." Supreme Ct. Rule 44(2). As will be fully set forth below, a substantial ground not presented in the Petition for Certiorari is presented herein, and provides further and compelling ground for this Court to grant the writ of certiorari in the case.

II. The plaintiffs were sued on July 15, 1965 by Arc Music in the United States District Court of New York . Case No. 21-71 for *copyright infringement on song entitled "Iko-Iko." The plaintiffs did not write"Iko-Iko." Supplement # 7.*

III. On Jan 20, 1966 the plaintiffs were reminded that they had to appear for examination before trial on Wed, Jan 26, 1966 for *copyright infringement "Iko-Iko". Supplement # 8.* The claim for copyright infringement against the plaintiffs was settled.

Signed Feb 15, 1968 by a United States District *Judge. Supplement # 9.*The plaintiffs acknowledged and signed document # 002941 with respect to composition "Iko-Iko" Trio Music would be responsible for paying the plaintiffs their royalties on composition "Iko-Iko" and Melder Pub Co would was responsible for paying its writer on "Iko-Iko." Trio Music always paid the plaintiffs their writers royalties on "Iko-Iko." The District Judge and the Court of Appeal for the Fifth Circuit *erred in not throughly looking at this document* depriving petitioner his rights under the Fourteen Amendment of the United States Constitution. *Supplement # 002941.*

On Nov 17, 1968, the plaintiffs signed a letter of agreement acknowledged through a notary public. *Supplement # 's 002943-002944-002945 and 002946* stating that the plaintiffs did not write song entitled "Iko-Iko."

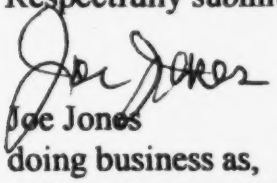
On May 22, 1973 Trio Music wrote one of plaintiffs Barbara Hawkins at her home in New Orleans explaining to her how they receive royalties on song entitled "Iko-Iko" and who was responsible for paying the plaintiffs their royalties from the " settlement agreement" they signed on Dec 2, 1968. Trio Music was responsible for paying the plaintiffs not Melder. *Supplement # 10.* The first publication on song entitled"Iko-Iko" was in 1963 under United States Copyright Law Title 17 the 1909 Act § 10. *Supplement # 11.* Dec 30, 1991 petitioner filed a PA Form timely on song entitled "Iko-Iko" in compliance with the United States Copyright Law, Title 17 and the 1909 Act § 10. *Supplement # 12.* Dec 30, 1991, petitioner filed a RE Form on song entitled "Iko-Iko" in compliance with the United States Copyright Law Title 17, the 1909 Act § 10. Supplement # 002957. April 5,1963 petitioner signed a managers contract with plaintiff, Barbara Hawkins her mother acknowledged and approved. Contract was signed in New Orleans, La .*Supplement # 000937.*

Jan 30,1965 in New York, plaintiffs by the name of The Meltons signed a recording contract with Leiber & Stoller Prod, Inc., not Melder. This is the only recording contract the plaintiffs signed. The name was The Meltones not The Dixie Cups. *Supplement # 002986.* March 10, 1965, plaintiffs signed a song writer's contract for song entitled "Iko-Iko"with Trio Music and Melder Pub Co, although the plaintiffs was infringing on song entitled "Iko-Iko." *Supplement # 1.*

CONCLUSION

The petition for rehearing should be granted.

Respectfully submitted:



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CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that this petition for rehearing is restricted to the grounds specified in Rule 44.2 of the Rules of the Supreme Court and is presented in good faith and not for delay.

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doing business as,
MELDER PUB CO.
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